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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

RENEE MESOGIANES and WILLIAM
MESOGIANES, h/w,

Plaintiffs,

v.

A CLEMENTE, INC.; ANTHONY
CLEMENTE, INC.; SOLVAY SPECIALTY
POLYMERS, USA, LLC; SOLVAY
SOLEXIS, INC.; ARKEMA, INC.; E. I. DU
PONT DE NEMOURS & COMPANY; THE
CHEMOURS COMPANY; THE
CHEMOURS COMPANY FC, LLC; THE 3M
COMPANY; AND JOHN DOE ENTITIES
#1-20,

Defendants.

Case No. 1:22-cv-00394-NLH-AMD

Electronically Filed

**ANSWER AND SEPARATE DEFENSES
OF DEFENDANT ARKEMA INC. TO
FIRST AMENDED COMPLAINT AND
JURY DEMAND**

Defendant Arkema Inc., having a principal place of business at 900 First Avenue, King of Prussia, Pennsylvania, as and for its Answer to the First Amended Complaint (“Complaint”), says:

As To A. Nature of the Action

1. Arkema Inc. admits that Plaintiffs have brought a civil action for damages for personal injuries and derivative damages, but denies that Plaintiffs are entitled to any relief.

Arkema Inc. further denies any and all remaining allegations set forth in Paragraph 1.

2. Arkema Inc. is without knowledge or information sufficient to form a belief as to

the truth of the allegations set forth in Paragraph 2.

3. Arkema Inc. denies the allegations set forth in Paragraph 3 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 3.

4. Arkema Inc. denies the allegations set forth in Paragraph 4 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 4.

5. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 5.

6. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 6.

7. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 7.

8. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 8.

9. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 9.

10. Arkema Inc. denies the allegations set forth in Paragraph 10 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 10.

11. Arkema Inc. denies the allegations set forth in Paragraph 11 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 11.

As to B. The Parties

12. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 12.

13. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 13.

14. Arkema Inc. denies the allegations set forth in Paragraph 14 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 14.

15. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 15.

16. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 16.

17. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 17.

18. Arkema Inc. admits that it is incorporated in Pennsylvania, but denies that its principal place of business is 2000 Market Street, Philadelphia, PA 19103, and states that its principal place of business is 900 First Avenue, King of Prussia, Pennsylvania.

19. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 19.

20. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 20.

21. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 21.

22. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 22.

23. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 23.

24. Arkema Inc. denies the allegations set forth in Paragraph 24 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 24.

As To C. Background

25. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 25.

26. Arkema Inc. denies the allegations set forth in Paragraph 26 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 26.

27. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 27.

28. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 28.

29. Arkema Inc. admits the allegations set forth in Paragraph 29.

30. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 30.

31. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 31.

32. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 32.

33. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 33.

34. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 34.

35. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 35.

36. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 36.

37. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 37.

38. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 38.

39. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 39.

40. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 40.

41. Arkema Inc. denies the allegations set forth in Paragraph 41 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 41.

42. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 42.

43. Arkema Inc. denies the allegations set forth in Paragraph 43 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 43.

44. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 44.

45. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 45.

46. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 46.

47. Arkema Inc. admits that the EPA has established health advisory levels for PFOA and PFOS, and refers to the EPA's referenced Health Advisories for their terms, conditions and effect. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 47.

48. Arkema Inc. admits that the EPA has established health advisory levels for PFOA and PFOS, and refers to the EPA's referenced Health Advisories for their terms, conditions and effect. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 48.

49. Arkema Inc. admits that the ATSDR has released draft minimum risk levels for PFOA, PFNA and PFOS, and refers to ATSDR's referenced minimum risk levels for their terms, conditions and effect. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 49.

50. Arkema Inc. admits that NJDEP has adopted Ground Water Quality Standards and a Maximum Contaminant Level for PFNA, and refers to the referenced Ground Water Quality

Standards and Maximum Contaminant Level for their terms, conditions and effect. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 50.

51. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 51.

52. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 52.

53. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 53.

54. Arkema Inc. admits that the NJDEP issued a “Statewide PFAS Directive,” and refers to the Directive for its terms, conditions and effect. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 54.

55. Arkema Inc. denies the allegations set forth in Paragraph 55 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 55.

As to D. Solvay and Arkema’s West Deptford Facility

56. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 56.

57. Arkema Inc. (f/k/a Pennwalt Corporation, Atochem North America, Inc., Elf Atochem North America, Inc., and ATOFINA Chemicals, Inc.) admits that it owned and operated a manufacturing facility located at 10 Leonard Lane, West Deptford, Gloucester County from about 1970 to 1977, and that that facility was decommissioned and demolished between 1977 and

1985. Arkema Inc. (f/k/a Pennwalt Corporation, Atochem North America, Inc., Elf Atochem North America, Inc., and ATOFINA Chemicals, Inc.) admits that between 1983 and 1985, it built a new manufacturing facility at 10 Leonard Lane, West Deptford, Gloucester County, which it owned and operated from about 1985 to 1990. Arkema Inc. denies the remaining allegations set forth in Paragraph 57.

58. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 58.

59. Arkema Inc. admits PVDF has been referred to as a “specialty plastic” with certain applications, but Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 59.

60. Arkema Inc. (f/k/a Pennwalt Corporation, Atochem North America, Inc., Elf Atochem North America, Inc., and ATOFINA Chemicals, Inc.) admits that from about 1985 to 1990 it manufactured PVDF at the West Deptford facility. Arkema Inc. denies the remaining allegations set forth in Paragraph 60.

61. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 61.

62. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 62.

63. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 63.

64. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 64.

65. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 65.

66. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 66.

67. Arkema Inc. denies the allegations set forth in Paragraph 67.

As to E. DuPont and Chemours' Chamber's Works Facility

68. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 68.

69. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 69.

70. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 70.

71. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 71.

72. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 72.

73. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 73.

74. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 74.

75. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 75.

76. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 76.

77. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 77.

78. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 78.

79. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 79.

80. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 80.

81. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 81.

82. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 82.

83. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 83.

84. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 84.

85. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 85.

86. Arkema Inc. denies the allegations set forth in Paragraph 86 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 86.

87. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 87.

88. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 88.

89. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 89.

As to F. 3M

90. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 90.

91. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 91.

92. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 92.

93. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 93.

94. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 94.

95. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 95.

As to G. Defendants' Contamination of Groundwater, Surface Water, Drinking Water, Air and Soil

96. Arkema Inc. denies the allegations set forth in Paragraph 96 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to

the truth of the remaining allegations set forth in Paragraph 96.

97. Arkema Inc. denies the allegations set forth in Paragraph 97 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 97.

98. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 98.

99. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 99.

100. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 100.

101. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 101.

102. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 102.

103. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 103.

104. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 104.

105. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 105.

106. Arkema Inc. denies the allegations set forth in Paragraph 106 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 106.

107. Arkema Inc. denies the allegations set forth in Paragraph 107 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 107.

As to Count I: Negligence
Plaintiffs v. All Defendants and John Doe Entities #1-20

108. Arkema Inc. repeats its Answers to the allegations set forth in Paragraphs 1 through 107.

109. Arkema Inc. denies the allegations set forth in Paragraph 109 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 109.

110. Arkema Inc. denies the allegations set forth in Paragraph 110 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 110.

111. Arkema Inc. admits that it had a duty to comply with any applicable standard of care, and denies the remaining allegations set forth in Paragraph 111 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 111.

112. Arkema Inc. admits that it had a duty to comply with any applicable standard of care, and denies the remaining allegations set forth in Paragraph 112 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 112.

113. Arkema Inc. admits that it had a duty to comply with any applicable standard of care, and denies the remaining allegations set forth in Paragraph 113 as they relate to Arkema Inc.

Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 113.

114. Arkema Inc. denies the allegations set forth in Paragraph 114 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 114.

115. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 115.

116. Arkema Inc. denies the allegations set forth in Paragraph 116 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 116.

117. Arkema Inc. denies the allegations set forth in Paragraph 117 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 117.

118. Arkema Inc. denies the allegations set forth in Paragraph 118 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 118.

119. Arkema Inc. denies the allegations set forth in Paragraph 119 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 119.

120. Arkema Inc. denies the allegations set forth in Paragraph 120 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 120.

As to Count II. Gross Negligence and Recklessness
Plaintiffs v. All Defendants and John Doe Entities #1-20

121. Arkema Inc. repeats its Answers to the allegations set forth in Paragraphs 1 through 120.

122. Arkema Inc. denies the allegations set forth in Paragraph 122 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 122.

123. Arkema Inc. denies the allegations set forth in Paragraph 123 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 123.

124. Arkema Inc. denies the allegations set forth in Paragraph 124 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 124.

125. Arkema Inc. denies the allegations set forth in Paragraph 125 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 125.

126. Arkema Inc. denies the allegations set forth in Paragraph 126 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 126.

127. Arkema Inc. denies the allegations set forth in Paragraph 127 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 127.

128. Arkema Inc. denies the allegations set forth in Paragraph 128 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 128.

129. Arkema Inc. denies the allegations set forth in Paragraph 129 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 129.

130. Arkema Inc. denies the allegations set forth in Paragraph 130 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 130.

131. Arkema Inc. denies the allegations set forth in Paragraph 131 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 131.

132. Arkema Inc. denies the allegations set forth in Paragraph 132 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 132.

133. Arkema Inc. denies the allegations set forth in Paragraph 133 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 133.

134. Arkema Inc. denies the allegations set forth in Paragraph 134 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 134.

135. Arkema Inc. denies the allegations set forth in Paragraph 135 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 135.

136. Arkema Inc. denies the allegations set forth in Paragraph 136 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 136.

137. Arkema Inc. denies the allegations set forth in Paragraph 137 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 137.

138. Arkema Inc. denies the allegations set forth in Paragraph 138 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 138.

139. Arkema Inc. denies the allegations set forth in Paragraph 139 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 139.

140. Arkema Inc. denies the allegations set forth in Paragraph 140 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 140.

141. Arkema Inc. denies the allegations set forth in Paragraph 141 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 141.

As to Count III: Private Nuisance
Plaintiffs v. Clemente, Solvay, Arkema, DuPont, Chemours and John Doe Entities #1-20

142. Arkema Inc. repeats its Answers to the allegations set forth in Paragraphs 1 through 141.

143. Arkema Inc. denies the allegations set forth in Paragraph 143 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 143.

144. Arkema Inc. denies the allegations set forth in Paragraph 144 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 144.

145. Arkema Inc. denies the allegations set forth in Paragraph 145 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 145.

146. Arkema Inc. denies the allegations set forth in Paragraph 146 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 146.

As to Count IV: Public Nuisance
Plaintiffs v. Clemente, Solvay, Arkema, DuPont, Chemours and John Doe Entities #1-20

147. Arkema Inc. repeats its Answers to the allegations set forth in Paragraphs 1 through 146.

148. Arkema Inc. denies the allegations set forth in Paragraph 148 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 148.

149. Arkema Inc. denies the allegations set forth in Paragraph 149 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 149.

150. Arkema Inc. denies the allegations set forth in Paragraph 150 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 150.

151. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 151.

152. Arkema Inc. denies the allegations set forth in Paragraph 152 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 152.

153. Arkema Inc. denies the allegations set forth in Paragraph 153 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 153.

154. Arkema Inc. denies the allegations set forth in Paragraph 154 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 154.

155. Arkema Inc. denies the allegations set forth in Paragraph 155 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 155.

As to Count V: Past and Continuing Trespass
Plaintiffs v. Clemente, Solvay, Arkema, DuPont, Chemours and John Doe Entities #1-20

156. Arkema Inc. repeats its Answers to the allegations set forth in Paragraphs 1 through 155.

157. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 157.

158. Arkema Inc. denies the allegations set forth in Paragraph 158 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 158.

159. Arkema Inc. denies the allegations set forth in Paragraph 159 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 159.

160. Arkema Inc. denies the allegations set forth in Paragraph 160 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 160.

161. Arkema Inc. denies the allegations set forth in Paragraph 161 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 161.

As to Count VI: Strict Liability (Abnormally Dangerous Activities)
Plaintiffs v. Clemente, Solvay, Arkema, DuPont, Chemours, 3M
and John Doe Entities #1-20

162. Arkema Inc. repeats its Answers to the allegations set forth in Paragraphs 1 through 161.

163. Arkema Inc. denies the allegations set forth in Paragraph 163 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 163.

164. Arkema Inc. denies the allegations set forth in Paragraph 164 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 164.

165. Arkema Inc. denies the allegations set forth in Paragraph 165 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 165.

166. Arkema Inc. denies the allegations set forth in Paragraph 166 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 166.

167. Arkema Inc. denies the allegations set forth in Paragraph 167 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 167.

168. Arkema Inc. denies the allegations set forth in Paragraph 168 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 168.

169. Arkema Inc. denies the allegations set forth in Paragraph 169 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 169.

170. Arkema Inc. denies the allegations set forth in Paragraph 170 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 170.

171. Arkema Inc. denies the allegations set forth in Paragraph 171 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 171.

172. Arkema Inc. denies the allegations set forth in Paragraph 172 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 172.

173. Arkema Inc. denies the allegations set forth in Paragraph 173 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 173.

174. Arkema Inc. denies the allegations set forth in Paragraph 174 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 174.

175. Arkema Inc. denies the allegations set forth in Paragraph 175 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 175.

176. Arkema Inc. denies the allegations set forth in Paragraph 176 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 176.

As to Count VII: Strict Liability (Failure to Warn)
Plaintiffs v. 3M and John Doe Entities #1-20

177. Arkema Inc. repeats its Answers to the allegations set forth in Paragraphs 1 through 176.

178. Arkema Inc. denies the allegations set forth in Paragraph 178 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 178.

179. Arkema Inc. denies that it “utilized the PFAS chemicals and other toxins supplied by Defendant 3M,” and denies any and all remaining allegations set forth in Paragraph 179 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 179.

180. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 180.

181. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 181.

182. Arkema Inc. denies the allegations set forth in Paragraph 182 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 182.

183. Arkema Inc. denies the allegations set forth in Paragraph 183 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 183.

184. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 184.

185. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 185.

186. Arkema Inc. denies the allegations set forth in Paragraph 186 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 186.

187. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 187.

As to Count VIII: Strict Liability (Defective Design)
Plaintiffs v. 3M and John Doe Entities #1-20

188. Arkema Inc. repeats its Answers to the allegations set forth in Paragraphs 1 through 187.

189. Arkema Inc. denies the allegations set forth in Paragraph 189 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 189.

190. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 190.

191. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 191.

192. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 192.

193. Arkema Inc. denies the allegations set forth in Paragraph 193 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 193.

194. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 194.

195. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 195.

196. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 196.

197. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 197.

198. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 198.

199. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 199.

As to Count IX: Loss of Consortium and Services

200. Arkema Inc. repeats its Answers to the allegations set forth in Paragraphs 1 through 199.

201. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 201.

202. Arkema Inc. denies the allegations set forth in Paragraph 202 as they relate to Arkema Inc. Arkema Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 202.

SEPARATE DEFENSES**First Separate Defense**

Arkema Inc. specifically reserves all separate or affirmative defenses that it may have against Plaintiffs.

Second Separate Defense

The Complaint, and each cause of action or count alleged therein, fails to state facts sufficient to constitute a claim upon which relief may be granted against Arkema Inc.

Third Separate Defense

Plaintiffs' claims are barred or limited for Plaintiffs' lack of standing.

Fourth Separate Defense

The Complaint, and each alleged claim contained therein, is barred, in whole or in part, by the applicable statutes of limitations and/or statutes of repose.

Fifth Separate Defense

The Complaint, and each cause of action or count alleged therein, fails to join all necessary and indispensable parties.

Sixth Separate Defense

The Complaint, and each alleged claim contained therein, is barred, in whole or in part, by the doctrine of laches.

Seventh Separate Defense

Plaintiffs' claims are not ripe and/or have been mooted.

Eighth Separate Defense

Plaintiffs are barred by the doctrine of unclean hands from all forms of relief sought in the Complaint.

Ninth Separate Defense

Plaintiffs are barred by the doctrines of estoppel and/or waiver from all forms of relief sought in the Complaint.

Tenth Separate Defense

Any injuries and/or damages sustained by Plaintiffs were caused or contributed to by the negligence or actual conduct of Plaintiffs, and/or other persons, firms, corporations, or entities over whom Arkema Inc. had no control or right of control and for whom Arkema Inc. is not responsible.

Eleventh Separate Defense

Any injuries and/or damages sustained by Plaintiffs are barred by the doctrines of intervening cause and/or superseding cause.

Twelfth Separate Defense

Plaintiffs' claims are barred, in whole or in part, under applicable common law or statutory doctrines, including but not limited to avoidable consequences, voluntary exposure, assumption of risk, and open and obvious risk.

Thirteenth Separate Defense

Plaintiffs' claims are barred, in whole or in part, because Arkema Inc. has not designed, tested, or manufactured PFAS to which Plaintiffs were allegedly exposed, and used proper methods in designing, testing, and manufacturing its products in conformity with (i) federal and state regulations, standards, specifications, and laws in effect; (ii) available knowledge and research of the scientific and industrial communities; (iii) generally recognized and prevailing industry standards; and (iv) state of the art in existence at the time the design was prepared and the products were manufactured and tested.

Fourteenth Separate Defense

Plaintiffs' claims are barred, in whole or in part, because any alleged levels of contamination did not exceed any applicable laws or binding regulatory standards at the relevant times.

Fifteenth Separate Defense

Plaintiffs' claims are barred, in whole or in part, because federal, state, and/or local authorities authorized, ratified, approved, or were aware of and acquiesced in actions by Arkema Inc. that are the subject of Plaintiffs' claims. Arkema Inc. is not responsible or liable for any acts or omissions undertaken or approved by or at the direction of any governmental authority or agency.

Sixteenth Separate Defense

Plaintiffs' claims are barred, in whole or in part, by the doctrine of primary jurisdiction and/or exclusive administrative jurisdiction.

Seventeenth Separate Defense

Plaintiffs' claims are barred, in whole or in part, under the doctrine of federal preemption, including, without limitation, express preemption, implied conflict preemption, and field preemption, pursuant to any applicable statutes, regulations, guidance documents, notices, military specification, and policy statements, enacted and/or promulgated and/or issued by Congress, federal agencies, or the executive branch.

Eighteenth Separate Defense

Arkema Inc. asserts its rights to allocation or apportionment of fault pursuant to applicable state law, as well as its right to a proportionate reduction of any damages found against Arkema Inc. based on the negligence or other conduct of any settling tortfeasor and/or responsible third party and/or Plaintiff.

Nineteenth Separate Defense

Plaintiffs' claims are barred, in whole or in part, for failure to mitigate their damages, if any.

Twentieth Separate Defense

Plaintiffs' claims are barred, in whole or in part, because none of the alleged acts or omissions of Arkema Inc. proximately caused the purported injuries and damages allegedly sustained by Plaintiffs.

Twenty-First Separate Defense

Arkema Inc. denies any negligence, culpable conduct, or liability on its part but, if Arkema

Inc. ultimately is found liable for any portion of Plaintiffs' alleged damages, Arkema Inc. shall only be liable for its equitable share of Plaintiffs' alleged damages.

Twenty-Second Separate Defense

Arkema Inc. denies any liability, but in the event Arkema Inc. is found to have any liability to Plaintiffs, Arkema Inc. is entitled to an offset against any such liability on its part for the greatest of: (1) any amounts actually paid by any person or entity heretofore or hereafter for any of the injuries, costs, damages and expenses alleged in the Complaint; (2) any amounts stipulated or otherwise agreed to in any release or covenant not to sue any person or entity heretofore or hereafter for any of the injuries, costs, damages and expenses alleged in the Complaint; or (3) the equitable share of the liability of any person or entity that heretofore has received, or hereafter receives, any release from liability or covenant not to sue with respect to any of the injuries, costs, damages and expenses alleged in the Complaint.

Twenty-Third Separate Defense

Arkema Inc. cannot be held jointly and severally liable for the acts or omissions of third parties because their acts or omissions were separate and distinct, and the alleged harm is divisible from and greater than any harm allegedly caused by acts or omissions of Arkema Inc.

Twenty-Fourth Separate Defense

Plaintiffs' claims are barred, in whole or in part, for failing to link any of their alleged exposure to any hazardous substance discharged by Arkema Inc.

Twenty-Fifth Separate Defense

Plaintiffs' claims are barred because Plaintiffs' alleged injuries were not caused by exposure to PFAS attributable to Arkema Inc.

Twenty-Sixth Separate Defense

Plaintiffs' claims are barred to the extent that Plaintiffs cannot establish that PFAS has been reliably established, through scientific means, to be capable of causing the alleged injuries.

Twenty-Seventh Separate Defense

Plaintiffs' claims are barred because Plaintiffs were not exposed to a sufficient concentration or amount of PFAS, and/or for a sufficient duration, that has been reliably established through scientific means to be capable of causing the alleged injuries and damages.

Twenty-Eighth Separate Defense

Plaintiffs' claims are barred, in whole or in part, to the extent that Plaintiffs seek to retroactively impose liability for conduct that was not actionable at the time it occurred, and Arkema Inc. may not be held liable under retroactive theories not requiring proof of fault or causation.

Twenty-Ninth Separate Defense

To the extent any of the substances to which Plaintiffs were allegedly exposed are purportedly hazardous or harmful, their claims are barred, in whole or in part, because Arkema Inc. neither knew, nor should have known, that any of these substances were hazardous or constituted a reasonable or foreseeable risk of physical harm by virtue of the prevailing state of

the medical, scientific, technical, and/or industrial knowledge available to Arkema Inc. at all times relevant to the claims or causes of action asserted by Plaintiffs.

Thirtieth Separate Defense

Plaintiffs' claims are barred, in whole or in part, to the extent that the alleged injuries and damages, if any, were due to preexisting conditions, for which Arkema Inc. cannot be held responsible.

Thirty-First Separate Defense

Plaintiffs are not entitled to equitable relief because there is an adequate remedy at law and there is no risk of future injury for which Arkema Inc. is responsible.

Thirty-Second Separate Defense

Plaintiffs' claims are barred, in whole or in part, because the alleged activities of Arkema Inc. complied with all state and federal statutes, regulations, and industry standards based upon the state of knowledge existing at the relevant time alleged in the Complaint.

Thirty-Third Separate Defense

The Complaint fails to state a claim upon which punitive or exemplary damages may be awarded.

Thirty-Fourth Separate Defense

Arkema Inc. has complied with all applicable statutes and regulations set forth by local, state, and/or federal government(s) with regard to the conduct alleged in the Complaint, and

therefore, to the extent that consideration is given to Plaintiffs' claims, punitive damages are unwarranted in law and fact.

Thirty-Fifth Separate Defense

Punitive damages are not available because all conduct and activities of Arkema Inc. related to matters alleged in the Complaint conformed to industry standards based upon the state of medical, scientific, and/or industrial knowledge which existed during the relevant and material time period.

Thirty-Sixth Separate Defense

To the extent any of the substances to which Plaintiffs were allegedly exposed are purportedly hazardous or harmful, punitive damages are not available because Arkema Inc. neither knew nor should have known that these substances were hazardous or constituted a reasonable or foreseeable risk of harm. Arkema Inc. therefore lacked notice that its conduct was unlawful or subject to punishment and an award of punitive damages would violate Arkema Inc.'s constitutional right to due process.

Thirty-Seventh Separate Defense

Plaintiffs' claims for punitive or exemplary damages are barred or reduced by applicable law or statute, or are unconstitutional insofar as they violate the due process protections afforded by the United States Constitution, including without limitation the Fifth, Eighth, and Fourteenth Amendments to and the Excessive Fines Clause and Full Faith and Credit Clause of the United States Constitution, and other applicable provisions of the Constitution of New Jersey or any other state whose laws may apply.

Thirty-Eighth Separate Defense

Plaintiffs' claims for punitive damages are subject to the procedural and substantive requirements and limitations of the New Jersey Punitive Damages Act, N.J.S.A. 2A:15-5.9 et seq.

Thirty-Ninth Separate Defense

Plaintiffs' claims are barred, in whole or in part, by the doctrine of "coming to the nuisance."

Fortieth Separate Defense

Arkema Inc. adopts by reference any additional applicable defense pleaded by any other Defendant not otherwise pleaded herein.

Forty-First Separate Defense

By asserting these defenses, Arkema Inc. does not allege or admit that it has the burden of proof and/or the burden of persuasion with respect to any of these matters. Arkema Inc. specifically reserves all separate or additional defenses that it may have against Plaintiffs.

DEMAND FOR JURY TRIAL

Arkema Inc. demands a trial by jury of all issues so triable.

**GREENBAUM, ROWE, SMITH &
DAVIS LLP**

Attorneys for Arkema Inc.

By: /s/ John D. North

JOHN D. NORTH

Dated: April 3, 2023

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CERTIFICATION PURSUANT TO LOCAL CIVIL RULE 11.2

I hereby certify, pursuant to Local Civil Rule 11.2, that the following actions are pending involving the same subject matter of this controversy:

1. John Giordano, et al. v. Solvay Specialty Polymers US, LLC, et al., 1:20-cv-21573-NLH-AMD.
2. Harry Lombardo, et al. v. Solvay Specialty Polymers US, LLC, et al., 1:20-cv-15014-NLH-AMD.
3. Charles Briggs, et al. v. Solvay Specialty Polymers, USA, LLC, et al., 1:21-cv-09699-NLH-AMD.
4. Lora Britton et al. v. Solvay Specialty Polymers, USA, LLC, et al., 1:21-cv-09707-NLH-AMD.
5. Scott Gouse et al. v. Solvay Specialty Polymers, USA, LLC, et al., 1:21-cv-09711-NLH-AMD.
6. Justin Lloyd v. Solvay Specialty Polymers, USA, LLC, et al., 1:21-cv-09705-NLH-AMD.
7. Jerry Philipp et al. v. Solvay Specialty Polymers, USA, LLC, et al., 1:21-cv-09714-NLH-AMD.
8. Ron Callis et al. v. Solvay Specialty Polymers, USA, LLC, et al., 1:21-cv-15212-NLH-AMD.
9. John Malinowski, et al. v. Solvay Specialty Polymers, USA, LLC, et al., 1:22-cv-03214-NLH-AMD.
10. Elmer Powell, et al. v. Solvay Specialty Polymers, USA, LLC, et al., 1:22-cv-03218-NLH-AMD.

11. Kimberly Bond et al. v. Solvay Specialty Polymers, USA, LLC, et al., 1:20-cv-08487-NLH-AMD.
12. Theresa Slusser, et al. v. Solvay Specialty Polymers US, LLC, et al., 1:20-cv-11393-NLH-AMD.
13. Tammy O'Leary, et al. v. Solvay Specialty Polymers US, LLC, et al., 1:21-cv-00217-NLH-AMD.
14. Carly Corrar, et al. v. Solvay Specialty Polymers US, LLC, et al., 1:21-cv-00452-NLH-AMD.
15. Shirley Bond v. Solvay Specialty Polymers, USA, LLC, et al., 1:21-cv-11203-NLH-AMD.
16. Nicole Bond v. Solvay Specialty Polymers, USA, LLC, et al., 1:21-cv-20755-NLH-AMD.
17. Kimberly Bond, et al. v. Solvay Specialty Polymers, USA, LLC, et al., 1:22-cv-01115-NLH-AMD.
18. Stacy Allen v. A. Clemente, Inc., et al., Case No. 1:22-cv-00396-NLH-AMD.
19. Erin Albritton v. A. Clemente, Inc., et al., 1:22-cv-00397-NLH-AMD.
20. Marcia Philipp et al. v. A. Clemente, Inc., et al., 1:22-cv-00395-NLH-AMD.
21. Lisa Medford, et al. v. A Clemente, Inc., et al., 1:22-cv-02347-NLH-AMD.
22. Stephen Wilson, et al. v. A Clemente, Inc., et al., 1:22-cv-02379-NLH-AMD.
23. Elizabeth Leptien v. A Clemente, Inc., et al., 1:22-cv-04609-NLH-AMD.
24. Elizabeth Kulik v. A Clemente, Inc., et al., 1:22-cv-04610-NLH-AMD.
25. Marisa Baker, et al. v. A Clemente, Inc., et al., 1:22-cv-04611-NLH-AMD.
26. Guiseppe Curiale v. A Clemente, Inc., et al., 1:23-cv-00187-NLH-AMD.

27. Kenneth Severa, et al. v. Solvay Specialty Polymers US, LLC, et al., 1:20-cv-06906-NLH-AMD.

28. Borough of National Park v. Solvay Specialty Polymers, USA, LLC, et al., 1:21-cv-09725-NLH-AMD.

29. New Jersey Department of Environmental Protection, et al. v. Solvay Specialty Polymers US, LLC, et al., GLO-L-1239-20.

I certify under penalty of perjury that the foregoing is true and correct.

Executed on April 3, 2023.

/s/ John D. North
JOHN D. NORTH